

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **April 21, 2010**



CHENIERE ENERGY, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

1-16383

(Commission File Number)

95-4352386

(I.R.S. Employer Identification No.)

**700 Milam Street
Suite 800
Houston, Texas**

(Address of principal executive offices)

77002

(Zip Code)

Registrant's telephone number, including area code: **(713) 375-5000**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Charif Souki's U.K. Letter Agreement Amendment. On June 30, 2009, the independent directors of the Board of Directors ("Independent Directors") of Cheniere Energy, Inc. (the "Company") approved a U.K. Assignment Letter entered into among the Company, Cheniere Supply & Marketing, Inc. ("Cheniere Supply & Marketing"), a wholly-owned subsidiary of the Company, and Charif Souki, Chairman, Chief Executive Officer and President of the Company, effective as of July 1, 2009 (the "Letter Agreement"), which allows Mr. Souki to spend a significant amount of his time traveling internationally and working from the Company's London office. The Letter Agreement was previously filed as Exhibit 10.1 to the Company's Form 8-K filed with the Securities and Exchange Commission ("SEC") on July 2, 2009. The Letter Agreement may be extended by the Compensation Committee of the Board of Directors of the Company ("Compensation Committee"), the Independent Directors or the full Board if recommended by either the Compensation Committee or the Independent Directors for additional twelve-month periods not to exceed a total of three years. On April 21, 2010, the Compensation Committee approved an amendment to the Letter Agreement, effective as of April 1, 2010 (the "Letter Agreement Amendment"). The Letter Agreement Amendment extends the term of Mr. Souki's assignment for an additional twelve-month period to July 1, 2011. In addition, the Letter Agreement Amendment also provides that the amount of Mr. Souki's annual base salary allocated to his assignment in the U.K. for 2010 is anticipated to be \$220,300 as a result of his 2010 base salary adjustment and increases the amount of his annual allowance to \$200,000. The annual allowance is intended to cover the cost of Mr. Souki's temporary living arrangements in the U.K. The allowance will be paid in quarterly installments in the month preceding each quarter and will not be included in his base salary for purposes of determining annual bonus awards or change of control payments. All other terms of Mr. Souki's Letter Agreement remain unchanged. The foregoing description of the Letter Agreement Amendment is qualified in its entirety by the actual letter, a copy of which is attached hereto as Exhibit 10.1 and is incorporated by reference herein.

Jean Abiteboul's U.K. Secondment Arrangement. On April 21, 2010, the Compensation Committee approved an amendment to Jean Abiteboul's Contract of Employment dated February 20, 2006, as amended ("Contract of Employment") to provide for a secondment arrangement with Cheniere Supply & Marketing and Jean Abiteboul, effective as of April 30, 2010 ("Amendment to Contract of Employment"). Mr. Abiteboul's Contract of Employment was previously filed as Exhibit 10.94 to the Company's Annual Report on Form 10-K filed with the SEC on February 27, 2009. The Amendment to Contract of Employment provides that Mr. Abiteboul will be seconded by the Company to the Company's London office, which serves as the head office of the English branch of Cheniere Supply & Marketing, for the purposes of developing the commercial strategy and sourcing LNG supply for the Company. Mr. Abiteboul's secondment will not exceed a total of twenty-four months and any extension of his secondment in excess of twenty-four months is subject to Compensation Committee or full Board approval and a separate amendment to his Contract of Employment. During his secondment, Mr. Abiteboul will continue to report to Mr. Charif Souki, Chairman, Chief Executive Officer and President of the Company. Pursuant to his Contract of Employment, Mr. Abiteboul has been entitled to an expatriation indemnity as a portion of his annual salary as a result of his travel outside of France. Effective April 30, 2010, Mr. Abiteboul will no longer receive the expatriate indemnity. Mr. Abiteboul's annual base salary of 233,725 euros will be paid by Cheniere Supply & Marketing in a sum equivalent to the monthly

Euro value in British Pounds Sterling on a monthly basis and the Company will take all necessary steps to ensure Mr. Abiteboul will remain covered by the French State basic pension and complementary pension regimes, subject to the necessary contributions. In addition, Cheniere Supply & Marketing will also make direct payment to a landlord in an amount not to exceed the Euro equivalent of a maximum of £200,000 per year (the "Housing Allowance") to cover the lease payments related to Mr. Abiteboul's temporary housing in the U.K. Mr. Abiteboul will also receive the British Pounds Sterling equivalent of £200,000 minus the Euro equivalent of the Housing Allowance per year ("Tax Equalization") as the Company's contribution to a tax equalization payment for a portion of the taxes he will incur as a result of the secondment. The total of the Housing Allowance plus the Tax Equalization payment may not exceed £200,000 per year. These payments will not be included in Mr. Abiteboul's base salary for purposes of determining annual bonus awards, contributions to employee retirement plans or potential change of control payments. The Company has also agreed to pay reasonable installation costs related to the commencement of Mr. Abiteboul's secondment. Mr. Abiteboul is responsible for the payment of his individual tax liabilities and for filing all necessary tax returns; provided, however, that the Company has agreed to pay for reasonable fees related to Mr. Abiteboul's individual tax planning and preparation of his tax declaration. Mr. Abiteboul's secondment may be terminated by the Company or by Mr. Abiteboul with a notice period of two months. If Mr. Abiteboul's secondment is terminated by the Company prior to the end of the maximum twenty-four month period, the Company will repatriate Mr. Abiteboul and be responsible for the costs of such repatriation. If Mr. Abiteboul resigns from the Company prior to the end of his secondment, the Company will not be responsible for the costs of his repatriation. All other terms of Mr. Abiteboul's Contract of Employment remain unchanged and he will return to his previous role pursuant to his Contract of Employment at the end of his secondment. The foregoing description of the Amendment to Contract of Employment is qualified in its entirety by the actual agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits (filed herewith)

<u>Exhibit Number</u>	<u>Description</u>
10.1	Charif Souki's Letter Agreement Amendment effective April 1, 2010
10.2	Jean Abiteboul's secondment arrangement effective April 30, 2010

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CHENIERE ENERGY INC.

/s/ Meg A. Gentle

Meg A. Gentle
Senior Vice President and
Chief Financial Officer

Date: April 27, 2010

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
10.1	Charif Souki's Letter Agreement Amendment effective April 1, 2010
10.2	Jean Abiteboul's secondment arrangement effective April 30, 2010

*Filed Herewith



Mr. Charif Souki

Chairman, Chief Executive Officer and President

RE: U.K. Assignment

Dear Mr. Souki:

This letter agreement when accepted by you will constitute an amendment to the letter agreement entered into among Cheniere Energy, Inc. (the "Company"), Cheniere Supply & Marketing, Inc., a wholly-owned subsidiary of the Company, and you effective as of July 1, 2009 (the "Letter Agreement"), concerning your assignment in the U.K. to assist Cheniere Supply & Marketing, Inc. in pursuing long-term arrangements to secure LNG supply.

IT IS AGREED AS FOLLOWS:

Your U.K. assignment is modified with effect from April 1, 2010, in the following terms.

1. The following paragraph is added to the Letter Agreement, as follows:

TERM

Your U.K. assignment shall be extended for an additional twelve-month period from its original termination date of July 1, 2010 to July 1, 2011. Pursuant to the original terms and conditions of the Letter Agreement, your assignment shall not exceed a total of three years.

2. The following paragraphs of the Letter Agreement are amended, as follows:

COMPENSATION

Your 2010 annual base salary has been established by the Compensation Committee. In light of your U.K. assignment, your annual base salary is paid on a dual payroll basis. The amount of your annual base salary allocated to your U.K. assignment and paid on a monthly basis for 2010 will be \$220,300, as a result of your 2010 base salary adjustment. Your base salary will be reviewed annually by the Compensation Committee.

U.K. EXPENSE ALLOWANCE

The Company will provide you with a non-pensionable, taxable allowance in the amount of \$200,000 per annum, effective as of April 1, 2010, for the duration of your U.K. assignment. The allowance is intended to cover the cost of temporary living arrangements in the U.K. The allowance will be paid in quarterly installments in the month preceding each quarter and will not be added to your annual base salary for purposes of determining annual bonus awards or change of control payments. Any changes/increases to the amount of the allowance will be subject to Board (as defined in the Letter Agreement) approval.

The remaining terms of the Letter Agreement will remain unchanged. Any further extension of your assignment and the Letter Agreement are subject to Board (as defined in the Letter Agreement) approval. Please signify your understanding of, and agreement with, the terms of this amendment to your Letter Agreement by signing below.

Yours very truly,

CHENIERE ENERGY, INC.

/s/ Ann Raden

By: Ann Raden
Vice President — Human Resources & Administration

4/21/2010

(Date)

CHENIERE SUPPLY & MARKETING, INC.

/s/ Ann Raden

By: Ann Raden
Vice President

4/21/2010

(Date)

AGREED:

/s/ Charif Souki

Charif Souki
Chairman, Chief Executive Officer & President

4/21/2010

(Date)

AMENDMENT TO CONTRACT OF EMPLOYMENT**BETWEEN:**

CHENIERE LNG SERVICES, *société à responsabilité limitée*, registered at the Paris Company Registry under number 488 841 685, the head office of which is at 29 rue Bassano 75008 Paris and represented by Mr Charif Souki, *Gérant*

(hereafter Cheniere LNG Services SARL
will be referred to as "**the Company**")

AND :

Mr Jean ABITEBOUL of French nationality, residing at _____

(hereafter referred to as "**Mr Abiteboul**" or "**the Employee**")

WHEREAS:

Mr ABITEBOUL was recruited by the Company under an indefinite term contract of employment with effect from 20 February 2006 as Executive Director.

In undertaking his duties, Mr ABITEBOUL is required to travel abroad, for long periods for the purposes of developing the commercial strategy and sourcing LNG supply for the Group.

In 2010 however, it became apparent that Mr ABITEBOUL's role required his frequent presence in the English office of the English branch of Cheniere Supply & Marketing, Inc.

THE FOLLOWING HAS BEEN AGREED:

Mr ABITEBOUL's contract of employment dated 20 February 2006, will be modified with effect from 30 April 2010, as follows:

Article 1 : Purpose of this amendment

With effect from 30 April 2010, Mr ABITEBOUL will be seconded by the Company to the English branch of Cheniere Supply & Marketing, Inc., for a duration of a maximum of up to twenty four months, to undertake the role set out in his contract of employment.

The parties agree that this period of twenty four months will not in any event be interpreted as a guarantee of employment for the Employee.

Any extension in the period of secondment of Mr ABITEBOUL to England in excess of the twenty four month period mentioned above shall require a separate amendment to his contract of employment.

The secondment may be terminated by the Company or by Mr ABITEBOUL with a notice period of two months.

Article 2: Situation during the secondment

During the period of his secondment, Mr ABITEBOUL will remain an employee of the Company, and no other entity shall be able to modify or terminate his contract of employment.

During the period of his secondment, Mr ABITEBOUL will continue to report to Mr Charif Souki, or such other person who succeeds him in his role and report regularly on the state of advancement of his mission.

Mr ABITEBOUL must comply with the internal rules within the Cheniere Group and in general with all instructions which are given to him in terms of health and safety.

Article 3 : Place and duration of work

During the secondment period, Mr ABITEBOUL will undertake his role at the head office of the English branch of Cheniere Supply & Marketing Inc. in London.

Within the scope of his role, he may however be required to travel within or outside of Europe.

Mr ABITEBOUL's working time shall be in accordance with his contract of employment and in compliance with French law and public order provisions relating to working time in England.

Article 4 : Basic remuneration

In order to take account of the time which Mr ABITEBOUL may pass abroad in the interests of the Company for the development needs of the Company and in carrying out the commercial strategy and sourcing LNG supply for the Group and given the constraints and particular inconveniences linked to working abroad, requiring regular trips outside of France, prior to 29 April 2010 Mr ABITEBOUL was entitled to an expatriation indemnity in addition to his basic salary. For the period from 1 January to 29 April 2010, the level of this expatriation indemnity was therefore 4,450.00 (four thousand four hundred and fifty) euros per month and the basic salary was 15,027.08 euros (fifteen thousand and twenty seven euros and eight centimes) per month.

It is agreed that from 30 April 2010 Mr ABITEBOUL shall no longer receive an expatriation indemnity and his basic salary shall be increased with effect from 30 April 2010 to EUR 233,725 per annum, such sum being paid in equal monthly instalments of EUR 19,477.08.

Mr ABITEBOUL's remuneration is agreed taking account of his responsibilities and remunerates the time worked by Mr ABITEBOUL, subject to any contrary public order provisions under English law.

The remuneration paid to Mr ABITEBOUL is subject to the necessary deductions required by law.

A sum equivalent to the monthly euro value of this basic salary will be paid by Cheniere Supply & Marketing, Inc. in Pounds Sterling on a monthly basis into a bank account open for such purpose for Mr ABITEBOUL.

Article 5 : Aid with mobility

5.1 Housing costs for the Employee in England

The parties recognise that the new organisation of Mr ABITEBOUL's role and his secondment to England on a full-time basis will mean that the Employee must find temporary accommodation in England.

In this regard, subject to Mr ABITEBOUL effectively looking for fixed accommodation, Cheniere Supply & Marketing, Inc. will pay to the relevant Landlord for Mr Abiteboul a contribution of a total sum in Pounds Sterling, which is intended to cover expenses relating to Mr Abiteboul's temporary housing, during the secondment, which sum shall not exceed the Euro equivalent of a maximum of EUR 200,000 per annum (the "**Housing Allowance**").

In addition, at the commencement of the secondment period, Cheniere Supply & Marketing, Inc. will pay to Mr ABITEBOUL reasonable installation costs on presentation of receipts.

The sums paid to Mr ABITEBOUL by way of housing expenses are subject to the relevant social security and other deductions as required by law.

For the avoidance of doubt, the amounts paid to Mr ABITEBOUL under clauses 5.1, 5.2 and 5.3 will not be taken into account for the purposes of calculating his remuneration for the purposes of other payments to Mr ABITEBOUL, including (without limitation) the calculation of bonus payments, contributions to retirement plans, payments on change of control, termination payments etc.

5.2 Tax equalisation

Cheniere Supply & Marketing, Inc. will also pay to Mr ABITEBOUL the sum of the Pounds Sterling equivalent value of EUR 200,000 minus the Euro equivalent of the Housing Allowance per annum by way of a contribution to a tax equalisation payment.

5.3 Taxes

Cheniere Supply & Marketing, Inc. will pay the reasonable costs incurred by Mr ABITEBOUL in engaging an accountant to assist him in the preparation of his tax declarations of revenue as required in the UK and France on presentation of an invoice.

In general, Mr ABITEBOUL remains responsible for all final declarations and the payment of taxes.

Article 6 : Social protection / benefits in kind

To the extent compatible with the European regulations in force as at the date of signature of this amendment, and during the period of his secondment, Mr. Abiteboul will be affiliated to the U.K. state social security scheme for purposes of U.K. National Insurance contributions, and the Company will take reasonable steps to ensure that Mr ABITEBOUL will be affiliated to the French State basic pension via a voluntary registration with the CFE ("*Caisse des Français à l'Etranger*"). He will continue to benefit from the complementary pensions ARRCO & AGIRC and from the PEE and PERCO plans implemented by the Company.

Mr ABITEBOUL will also be affiliated to the CFE for health insurance-disability and work-related accident.

The contributions to the schemes above will be calculated on Mr ABITEBOUL's basic remuneration within the limit of applicable ceilings.

Mr ABITEBOUL will bear 40% of the CFE contributions. He will contribute to the complementary pension funds ARRCO & AGIRC and to the PEE and PERCO in the same way as if he had continued to work in France.

The relevant retirement contribution shall be calculated pursuant to French law and the employee part of such charges shall be deducted as necessary from the remuneration.

Mr ABITEBOUL will be provided with a complementary private health insurance plan, and a complementary plan covering incapacity to work, disability and death, subject to the terms of the relevant Group plan. The contributions to these plans will be split between Mr ABITEBOUL and the company in the same way as if he had continued to work in France.

Article 7 : Paid holidays

Mr ABITEBOUL will benefit from holiday as provided for under French law, subject to any public order provisions under English law.

Article 8 : Termination of the secondment by Cheniere Supply & Marketing, Inc./ the Company / Situation on the return from secondment / Resignation by the Employee

8.1 Termination of the secondment by Cheniere Supply & Marketing, Inc./ by the Company

If Cheniere Supply & Marketing, Inc. cannot continue to receive the Employee as seconded until the end of the secondment, the Employee will be repatriated by the Company and the costs of repatriation will be paid by the Company subject to the rules in place within the Group and on presentation of receipts (removal and travel costs).

On his return, the Employee will return to the previous role which he occupied before his secondment, in the conditions set out by his contract of employment. His remuneration will be equal to that provided for in article 4 paragraph 1 of this amendment as may be amended from time to time by consent, it being understood that the additional benefits linked to the secondment abroad and in particular the benefits set out in article 5, will no longer be applicable.

However, the place of work within France may be amended within the Paris Region.

8.2 Resignation by the Employee

If Mr ABITEBOUL resigns from his post within the Company, thus terminating his secondment and his contract of employment with the Company, the costs of his repatriation will not be paid by the Company.

In such case, Mr ABITEBOUL will also be required, subject to the Company agreeing otherwise, to respect his notice period of three (3) months, as set out in the contract of employment dated 20 February 2006.

Article 9: Applicable law and jurisdiction

This amendment is subject to French law, subject to any international public order provisions.

In the event of any disputes concerning the interpretation, execution or termination of this Amendment, the parties agree to bring any claims before the French Courts.

All other terms of the contract of employment remain unchanged.

Signed at

On

In three copies.

/s/ Charif Souki

For the Company*
Mr Charif Souki

/s/ Jean Abiteboul

Mr ABITEBOUL*

In the presence of Cheniere Supply & Marketing, Inc.

** Faire précéder de la mention lu et approuvé*
